



FS Agreement No. 11-MU-11052007-312
NPS Agreement No. G8558110300
BLM Agreement No. _____

MEMORANDUM OF UNDERSTANDING
Between The
UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
SEQUOIA AND KINGS CANYON NATIONAL PARKS
And
DEVILS POSTPILE NATIONAL MONUMENT
And The
UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
CENTRAL CALIFORNIA DISTRICT
And The
UNITED STATES DEPARTMENT OF THE INTERIOR
UNITED STATES GEOLOGICAL SURVEY
WESTERN ECOLOGICAL RESEARCH CENTER
And The
SIERRA NEVADA CONSERVANCY, AN AGENCY OF THE STATE OF
CALIFORNIA
And
CONSERVATION BIOLOGY INSTITUTE
And The
SIERRA BUSINESS COUNCIL
And The
SEQUOIA RIVERLANDS TRUST
And The
USDA, FOREST SERVICE
SEQUOIA NATIONAL FOREST/GIANT SEQUOIA NATIONAL MONUMENT
SIERRA NATIONAL FOREST
INYO NATIONAL FOREST

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between the USDI, National Park Service, Sequoia and Kings Canyon National Parks, and the Devils Postpile National Monument hereinafter referred to as NPS; USDI, Bureau of Land Management, Central California District hereinafter referred to as BLM; USDI, United States Geological Survey, Western Ecological Research Center hereinafter referred to as the USGS; Sierra Nevada Conservancy, an agency of the State of California, hereinafter referred to as SNC; Sierra Business Council; the Sequoia Riverlands Trust; and the Conservation Biology Institute, and the USDA, Forest Service, Sequoia National Forest/Giant Sequoia National Monument, the Sierra National Forest, and the Inyo National Forest, hereinafter referred to as the "U.S. Forest Service."



Background: The Southern Sierra Nevada Ecoregion (SSN) includes some of the most iconic natural resources and complex socioeconomic landscapes in the United States. A strong biophysical gradient characterizes the region. Over the span of about 40 miles, ecosystems range from foothill woodlands at about 500 ft elevation through montane chaparral and forests, and into alpine communities above 14,000 ft. The SSN is highly valued for its native biodiversity, recreational opportunities, flood control and as a main source of water for California agriculture, energy generation, and domestic needs. The Region's assets benefit the people of California, the country and the world. The region is relatively un-fragmented by development and its headwaters and middle elevation watersheds are almost entirely administered for public benefits. The region is also the largest contiguous area within the Sierra Nevada best suited to the management of wildland fire for multiple resource benefits and protects the largest contiguous Wilderness area in California.

Increases in temperature and changes in snow hydrology have been observed in the past few decades. There is growing recognition that global climate-driven change will affect long-term management options for the conservation of the Region's resources. This part of California continues to attract new residents, rapidly expanding the region's wildland-urban interface. Air pollution is a severe and chronic problem in the Region, particularly in the southern half where ozone levels regularly exceed U.S. Environmental Protection Agency standards at mid-elevation locations. Fire management and other land use decisions during the early to middle 20th Century have severely altered the structure, composition, and fire regimes of many plant communities in the SSN. Invasive non-native plants, animals and diseases have transformed some ecosystems by excluding native biodiversity and substantively altering ecosystem processes. All of these agents of change interact with one another, and affect ecosystems in ways requiring that land managers' responses be planned and executed at broad spatial and temporal scales.

This combination of anthropogenic "change agents" are interacting and amplifying impacts on biodiversity and key ecosystem functions, are likely to drive some valued ecosystem elements out of the region or to extinction, are challenging our views and traditional land management practices, and transcend ownership and administrative boundaries. Creating new capabilities and capacity for shared science-based learning and collaborative action requires an integrated regional approach that transcends jurisdictional boundaries.

Title: Southern Sierra Conservation Cooperative

I. PURPOSE:

The purpose of this MOU is to document the cooperation between the parties to collaboratively develop and coordinate the Southern Sierra Conservation Cooperative to fully utilize each partners available resources and efforts to conserve the regional native biodiversity and other key ecosystem functions within the Southern Sierra Nevada Ecoregion in the face of accelerated local and global agents of change in accordance with



the following provisions. The purpose of this Memorandum of Understanding is to provide a conceptual framework within which the Members may jointly establish, manage, and meet the mission of the Cooperative, and serve as a forum for dialogue.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

All of the parties recognize:

Agents of change threaten to alter some key ecosystem functions of the SSN, such as provision of clean air and water, biodiversity, maintenance of soil fertility, flood attenuation, and sustainable provision of amenities and commodities valued by humans.

SSN land managers and stakeholders have differing, sometimes opposing mandates and values, and with the exception of fire management, conservation decisions and actions are relatively uncoordinated.

SSN land managers and stakeholders have complementary expertise, capabilities, land bases, fund sources and more that when added together through collaboration can be “greater than the sum of the parts.”

SSN land managers and stakeholders recognize that collaboration at a regional scale is necessary to protect shared values from being adversely affected by these agents of change.

SSN land managers and stakeholders need to approach the challenge “head on” to create resilience, resistance, and in other ways adapt to the combined impacts of agents of change.

In consideration of the above premises, the parties agree as follows:

III. ALL PARTIES SHALL:

- A. Work in concert to make the best use of each partner’s resources and efforts to conserve the regional native biodiversity and key ecosystem functions within the SSN in the face of accelerated local and global agents of change.
- B. Formally adopt the “Strategic Framework for Science in Support of Management in the Southern Sierra Ecoregion” (June 2009) collaboratively developed by the Forest Service, National Park Service, and the USGS.
- C. Participate in inclusive and flexible dialogue, shared science-based learning, and collective action.
- D. Contribute to the achievement of self-sustaining Cooperative operations, including its structure, administration, and results.



- E. Use their respective facilities, management, planning, research, education, and training programs to meet the mission of the Cooperative.

IV. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

- A. Parties to this MOU are designated as members of the Cooperative. Members shall consist of organizations, institutions, or agencies whose mission aligns with the mission of the Cooperative. Individual persons shall not be party to this MOU.
- B. The mission of the Cooperative is non-political. The Cooperative shall not serve purposes related to political or individual gain.
- C. The Cooperative will not make resource management decisions or forward an agenda of any particular resource management action. Rather, the Cooperative will provide and exchange information and ideas to better inform decision makers. As such, the Cooperative may assess ecological and societal vulnerabilities due to agents of change and the associated costs and benefits of potential resource management actions, but will not make a recommendation among management actions to select a preferred alternative.
- D. The geographic scope of the Cooperative is loosely defined by the boundaries of the SSN, but these boundaries are flexible and may shift depending on the issues and the partners encountered in the future. The geographic scale is large enough to deal with real life cross-boundary issues, but not so large that collaborative efforts would be unduly compromised by geographic differences.
- E. The “Strategic Framework for Science in Support of Management in the Southern Sierra Ecoregion” (June 2009) collaboratively developed by the FS, NPS, and USGS is structured by four goals with multiple objectives and tasks described for each goal. These four goals are summarized by the following: (1) we detect and describe ecosystem changes across a range of spatial and temporal scales, can understand why change is occurring, and can interpret its significance; (2) we are able to anticipate possible futures to help us develop feasible responses; (3) we have the tools required to take effective and efficient action; and (4) we have easy access to the growing body of information and effective ways of disseminating that information to the public, resource managers, and the scientific community.
- F. The Cooperative shall encourage the participation of non-member individuals, universities, industry, organizations, and government entities on specific projects as “Additional Collaborators.” These collaborations may be the subject of separate agreements or contracts.



- G. The Cooperative will form multi-disciplinary teams to address specific problems and opportunities. These teams will work together on Initiatives, which will be collaboratively determined by the Cooperative. Projects will be developed to serve the purpose of each Initiative.
- H. The Administrative Framework to guide operations of the Cooperative will be the subject of a separate document so that annual business changes can be reasonably accommodated without impacting this Memorandum of Understanding.
- I. PRINCIPAL CONTACTS. Principal contacts for this MOU are listed in the attached and hereby incorporated Exhibit A. The list of contacts may be updated as necessary without formal modification to this MOU.
- J. NON-LIABILITY. The U.S. Forest Service does not assume liability for any third party claims for damages arising out of this instrument.
- K. NOTICES. Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or the Parties is sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the U.S. Forest Service Program Manager, at the address specified in the MOU.

To each Party, at the address shown in the MOU or such other address designated within the MOU.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

- L. PARTICIPATION IN SIMILAR ACTIVITIES. This MOU in no way restricts the U.S. Forest Service or any of the Parties from participating in similar activities with other public or private agencies, organizations, and individuals.
- M. ENDORSEMENT. Contributions made by any of the Parties under this MOU do not by direct reference or implication convey U.S. Forest Service endorsement of the Parties products or activities.
- N. NONBINDING AGREEMENT. This MOU creates no right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity. The parties shall manage their respective resources and activities in a separate, coordinated and mutually beneficial manner to meet the purpose(s) of this MOU. Nothing in this MOU authorizes any of the parties to obligate or transfer anything of value.

Specific, prospective projects or activities that involve the transfer of funds, services, property, and/or anything of value to a party requires the execution of



separate instruments and are contingent upon numerous factors, including, as applicable, but not limited to: agency availability of appropriated funds and other resources; cooperator availability of funds and other resources; agency and cooperator administrative and legal requirements (including agency authorization by statute); etc. This MOU neither provides, nor meets these criteria. If the parties elect to enter into an obligation instrument that involves the transfer of funds, services, property, and/or anything of value to a party, then the applicable criteria must be met. Additionally, under a prospective instrument, each party operates under its own laws, regulations, and/or policies, and any Forest Service obligation is subject to the availability of appropriated funds and other resources. The negotiation, execution, and administration of these prospective instruments must comply with all applicable law


Nothing in this MOU is intended to alter, limit, or expand the agencies' statutory and regulatory authority.

- O. MEMBERS OF U.S. CONGRESS. Pursuant to 41 U.S.C. 22, no U.S. member of, or U.S. delegate to, Congress shall be admitted to any share or part of this instrument, or benefits that may arise therefrom, either directly or indirectly.
- P. CALIFORNIA PUBLIC RECORDS ACT 2004 (PRA). Public access must not be limited to any information prepared, owned, used, or retained by agencies of the State of California and not specifically exempt from disclosure by the PRA or other applicable state or federal laws. (Government Code §6250).
- Q. FREEDOM OF INFORMATION ACT (FOIA). Public access to MOU or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552).
- R. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.
- S. TERMINATION. Any of the parties, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration.
- T. DEBARMENT AND SUSPENSION. The Parties shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded,

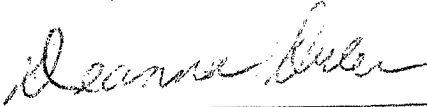


debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should any of the Parties or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.

- U. MODIFICATIONS. Modifications within the scope of this MOU must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change.
- V. COMMENCEMENT/EXPIRATION DATE. This MOU is executed as of the date of the last signature and is effective through **December 31, 2015** at which time it will expire, unless extended by an executed modification, signed and dated by all properly authorized, signatory officials.
- W. This MOU may be executed in counterparts by each of the signatories. Upon signature, the MOU will be considered operational for any party that has signed. This will avoid an undue delay in the activities covered by this MOU should one or more of the identified partners decline participation. Amendment to this MOU may include the addition of Members. Signatures from three of the original signatories, including one federal agency are required to add Member organizations.
- X. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this MOU. In witness whereof, the parties hereto have executed this MOU as of the last date written below.

 04/14/2011

KAREN TAYLOR-GOODRICH, Park Superintendent Date
USDI National Park Service
Sequoia & Kings Canyon National Parks

 7/27/11

DEANNA DULEN, Superintendent
USDI National Park Service
Devils Postpile National Monument



4/15/11

KATHRYN D. HARDY, District Manager
USDI Bureau of Land Management
Central California District

Date

7/12/11

DR. STEVE SCHWARZBACH, Center Director
USDI US Geological Survey
Western Ecological Research Center

Date

JIM BRANHAM, Executive Officer
State of California, Sierra Nevada Conservancy
Mt. Whitney Area

Date

5/9/11

DR. JAMES STRITTHOLT, Executive Director
Conservation Biology Institute

Date

6-13-11

STEVE FRISCH, President
Sierra Business Council

Date

8/1/2011

SOPAC MCCARTHY MULHOLLAND, Executive
Director
Sequoia Riverlands Trust

2/11/11

TINA J. TERRELL, Forest Supervisor
U.S. Forest Service, Sequoia National Forest/ Giant
Sequoia National Monument


Date

2/10/2011

SCOTT ARMENTROUT, Forest Supervisor
U.S. Forest Service, Sierra National Forest

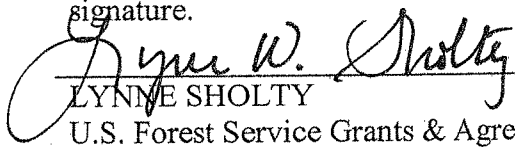
Date




JON REGELBRUGGE, Acting Forest Supervisor
U.S. Forest Service, Inyo National Forest

2/24/11
Date

The authority and format of this instrument has been reviewed and approved for signature.


LYNNE SHOLTY
U.S. Forest Service Grants & Agreements Specialist

2/11/11
Date

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

**EXHIBIT A****PRINCIPAL CONTACTS**

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USDI National Park Service – Devils Postpile National Monument	
Deanna Dulen PO Box 3999 Mammoth Lakes, CA 93546 Telephone: 760-934-8100 Or: 760-924-5505 Email: Deanna_dulen@nps.gov	
USDI Bureau of Land Management – Central California District	
Tim Smith 3801 Pegasus Drive Bakersfield CA 93308 Telephone: 661-391-6005 Email: tsmith@blm.gov	
USDI US Geological Survey – Western Ecological Research Center	
Nathan Stephenson 47050 Generals Highway #4 Three Rivers CA 93271 Telephone: 559-565-3176 Email: nstephenson@usgs.gov	Matthew Brooks 5083 Foresta Road, Box 700 El Portal CA 95318 Telephone: 559-240-7622 Email: mlbrooks@usgs.gov
Sierra Nevada Conservancy, an agency of the State of California	
Liz Van Wagtendonk 5039 Fairgrounds Road Mariposa CA 95338 Telephone: 209-742-0484 Email: evanwag@sierranevada.ca.gov	Julie Bear 351 Pacu Lane, Suite 200 Bishop CA 93514 Telephone: 760-872-1120 Email: jbear@sierranevada.ca.gov
Conservation Biology Institute	
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**Sierra Business Council**

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